

Optimized Systems Software, Inc.
10379 Lansdale Avenue
Cupertino CA 95014
(408) 446 - 3099

SOFTWARE LICENSE AGREEMENT
=====

OSS SOFTWARE IS LICENSED MATERIAL — READ THIS AGREEMENT BEFORE USING PACKAGE

PLEASE be sure you can abide by this agreement before proceeding.

1. All Optimized Systems Software (OSS) packages are licensed for use on a single computer system only. The licensee (user) has NOT purchased any rights to copy, distribute, lend, sell, or otherwise use an OSS package on any system other than the one specified by this agreement. The user has purchased the media via which the licensed software is delivered and the manuals describing said software. All OSS software and manuals are copyrighted, and unauthorized copying thereof (a violation of this section) may also be a violation of international laws.
2. Not superseding the above, the user may make back-up copies of any portions of OSS packages so long as appropriate records of such copies are kept and so long as any OSS copyright notices, etc., are transferred to each copy.
3. User acknowledges that violations of the provisions herein may cause damage to OSS which may greatly exceed the license fee paid and that injunctive and/or punitive relief may be appropriate in cases of such violations.
4. This agreement begins when this package is first used by user, said first use constituting implicit acceptance of these terms, and may be terminated by user at any time, provided all materials and copies thereof are returned to OSS or destroyed (and certification of such destruction is furnished to OSS). This license may be terminated by OSS only if user fails to comply with all provisions herein.
5. User acknowledges that user accepts this package as delivered, as-is, with all faults whether known or yet to be discovered, void of any warranty whatsoever as to package's quality, performance, merchantability, fitness for any particular use, or liability for any direct, indirect, incidental, or consequential damages. The sole responsibility of OSS shall be to replace magnetic media discovered to be defective upon purchase.
6. User acknowledges that failure to properly fill in, sign, and return the "Agreement Form" attached hereto will constitute a violation of the terms hereof, and (as such) will be treated as a default termination of this agreement. User acknowledges that OSS considers this to be a violation when thirty (30) days have elapsed from the date of user's first use of this package.

7. Certain OSS packages have been fully or partially developed by individuals or organizations not a part of OSS. In such cases, OSS has obtained a license to distribute and/or modify the product(s) contained in these packages. User, by receipt and/or acknowledgement of this notice, agrees that any and all paragraphs above shall apply equally to the original owners of said products as to OSS, including (but not limited to) legal relief, copyright and trademark notices, and lack of any warranty other than as stated above. Said products licensed by OSS include (but are not necessarily limited to) the following:

SpeedRead+ a product, trademark, and copyright of Eagle Software Co.
tiny-c a product, trademark, and copyright of Tiny C Associates

SPECIAL NOTE

From time to time, as appropriate, OSS will make available to all licensed users FREE and/or reduced rate enhancements and/or updates to this package. OSS will also try to respond to all licensed users needing help and/or corrections to this package. Licensed users may telephone or write to the above noted location, and a qualified software engineer will attempt to respond. We WILL try to help.

UNDER NO CIRCUMSTANCES WILL OSS RESPOND TO UNLICENSED PERSONS.

(to become a licensed user, fill in, sign, and return form below)
(FORM MAY BE DETACHED HERE)

Agreement Form

I hereby declare that the indicated OSS software package(s)
☐ OS/A+ ☐ BASIC A+ ☐ MAC/65 ☐ C/65
☐ tiny c ☐ SpeedRead+ ☐
are to be licensed for use on the following computer:
☐ ATARI 400 ☐ ATARI 800 ☐ APPLE II ☐
computer serial number _____

I, the undersigned, as licensee or agent therefor, hereby acknowledge that I have read and understood the License Agreement of which this form was a part; and I hereby agree to all terms and conditions of said License Agreement.

Signature _____ Dated: _____

NAME _____ optional PHONE _____
if appropriate, COMPANY _____ TITLE _____

ADDRESS _____

CITY, STATE, COUNTRY, ZIP _____

Please! DEALER NAME and LOCATION _____